

PRICE-ANDERSON AMENDMENTS ACT (DEC 2007)

(a) This subcontract is subject to the Price-Anderson Amendments Act, Section 234a (42 U.S.C. 2282a) of the Atomic Energy Act of 1954, as amended (PAAA), and DOE's implementing regulations at 10 CFR 820, "Procedural Rules for DOE Nuclear Activities," and 10 CFR 830, Subpart A, "Quality Assurance Requirements." The definition of "Contractor" in 10 CFR 820.2 requires the Seller to conduct work in accordance with the quality assurance criteria in 10 CFR 830.122.

(b) Paragraphs (a) through (k) of the "Nuclear Hazards Indemnity Agreement" clause in Attachment 1 to DOE Acquisition Letter AL-2005-15, dated October 5, 2005 are made a part of this subcontract. This Acquisition Letter implements DEAR 952.250-70, Nuclear Hazards Indemnity Agreement. (DOE Acquisition Letters may be accessed by using the Procurement "Regulations & Guidance" link at <http://professionals.pr.doe.gov/ma5/ma-5web.nsf/?Open>.) The clause provides that under specified circumstances DOE will indemnify the Seller against public liability for nuclear incidents.

(c) The Seller may be subject to enforcement actions under 10 CFR Part 820 for -

- (1) Violating the quality assurance criteria in 10 CFR 830.122;
- (2) Violating quality-assurance or radiological safety provisions of this subcontract;
- (3) Violating any program or plan implementing a requirement identified in paragraph (c)(1) or (c)(2) of this clause;
- (4) Failing to provide the product described; or
- (5) Failing to provide information pertaining to the quality of the purchased supplies or services that is complete and accurate in all material respects.

(d) The Seller shall promptly report noncompliances with the quality assurance criteria in 10 CFR 830.122, violations of the quality-assurance or radiological safety provisions of this subcontract, and violations of any program or plan described in paragraph (c)(3) above to the Subcontract Administrator (Subcontract Technical Representative if the Seller is working on site at the Y-12 National Security Complex).

(e) The Seller shall indemnify and hold harmless B&W Y-12, and its directors, officers, and employees from any liability under PAAA, its implementing regulations, quality-assurance or radiological safety provisions of this subcontract, or any program or plan described in paragraph (c)(3) above, arising out of the activities of the Seller, its subcontractors, suppliers, agents, employees, and their officers or directors. The Seller's obligation to indemnify includes attorneys' fees and other reasonable costs of defending any action or proceeding instituted under PAAA, its implementing regulations, quality-assurance or radiological safety provisions of this subcontract, or any program or plan described in paragraph (c)(3) above.

(f) The Seller shall include this clause in subcontracts hereunder that are subject to the Price-Anderson Amendments Act.